

1 Ramin R. Younessi, Esq. (SBN 175020)
2 **LAW OFFICES OF RAMIN R. YOUNESSI**
3 **A PROFESSIONAL LAW CORPORATION**
4 3435 Wilshire Boulevard, Suite 2200
Los Angeles, California 90010
Telephone: (213) 480-6200
Facsimile: (213) 480-6201

5 Attorney for Plaintiff,
6 **PAIGE RENEE JEFFERSON**

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

05/03/2024
Clerk of the Court
BY: AUSTIN LAM
Deputy Clerk

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN FRANCISCO, CIVIL DIVISION**

10 **PAIGE RENEE JEFFERSON, an individual,**

11 **Plaintiff,**

12 **v.**

13 **ST. VINCENT DE PAUL SOCIETY OF SAN**
14 **FRANCISCO, a corporation; EZEKIEL DOE,**
an individual; and DOES 1 through 20,
inclusive,

15 **Defendants.**

Case No. **CGC-24-614384**

COMPLAINT FOR DAMAGES FOR:

1. **DISCRIMINATION IN VIOLATION OF
GOV'T CODE §§12940 ET SEQ.;**
2. **HARASSMENT IN VIOLATION OF
GOV'T CODE §§12940 ET SEQ.;**
3. **RETALIATION IN VIOLATION OF
GOV'T CODE §§12940 ET SEQ.;**
4. **FAILURE TO PREVENT
DISCRIMINATION, HARASSMENT AND
RETALIATION IN VIOLATION OF
GOV'T CODE §12940(k);**
5. **FAILURE TO PROVIDE REASONABLE
ACCOMMODATIONS IN VIOLATION OF
GOV'T CODE §§12940 ET SEQ.;**
6. **FAILURE TO ENGAGE IN A GOOD
FAITH INTERACTIVE PROCESS IN
VIOLATION OF GOV'T CODE §§12940 ET
SEQ.;**
7. **FOR DECLARATORY JUDGMENT;**
8. **WRONGFUL TERMINATION IN
VIOLATION OF PUBLIC POLICY;**
9. **COMMON LAW BATTERY;**
10. **SEXUAL BATTERY(CIVIL CODE
§1708.5);**

11. VIOLATION OF THE RALPH CIVIL RIGHTS ACT (CIVIL CODE §51.7);
12. VIOLATION OF THE TOM BANE CIVIL RIGHTS ACT (CIVIL CODE §52.1);
13. NEGLIGENT SUPERVISION AND RETENTION;
14. FAILURE TO PAY WAGES (CAL. LABOR CODE §§201, 1194);
15. FAILURE TO PROVIDE MEAL AND REST PERIODS (CAL. LABOR CODE §§226.7, 512);
16. FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS (CAL. LABOR CODE §§226, ET SEQ.);
17. WAITING TIME PENALTIES (CAL. LABOR CODE §§201-203); AND
18. UNFAIR COMPETITION (BUS. & PROF. CODE §17200 ET SEQ.);

DEMAND OVER \$35,000
[DEMAND FOR JURY TRIAL]

COMES NOW PLAINTIFF, PAIGE RENEE JEFFERSON, and for causes of action against the Defendants and each of them, alleges as follows:

JURISDICTION

1. This Court is the proper court, and this action is properly filed in San Francisco County, because Defendants' obligations and liability arise therein, because Defendants maintain offices and transact business within San Francisco County, and because the work that is the subject of this action was performed by Plaintiff in San Francisco County.

THE PARTIES

2. Plaintiff, PAIGE RENEE JEFFERSON, is and at all times relevant hereto was a resident of the County of Solano, State of California.

1 3. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
2 hereto, Defendant ST. VINCENT DE PAUL SOCIETY OF SAN FRANCISCO (hereinafter referred to
3 as "Employer") was and is a California nonprofit corporation doing business at 1175 Howard Street, in
4 the County of San Francisco, State of California.

5 4. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
6 hereto, Employer owned and operated a private homeless shelter.

7 5. At all times relevant herein, Employer and DOES 1-20 were Plaintiff's employers, joint
8 employers and/or special employers within the meaning of Government Code §§12926, subdivision (d),
9 12940, subdivisions (a), (h), (1), (h)(3)(A), and (i), and 12950, and regularly employ five (5) or more
10 persons and are therefore subject to the jurisdiction of this Court.

11 6. At all times relevant herein, Employer and DOES 1-20 were Plaintiff's employers, joint
12 employers and/or special employers within the meaning of the Labor Code and Industrial Welfare
13 Commission Order No. 4-2001 and are each any "employer or other person acting on behalf of an
14 employer" as such term is used in Labor Code section 558 and 558.1, and liable to Plaintiff on that basis.

15 7. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
16 hereto, Defendant EZEKIEL DOE, was and is an individual resident of the County of San Francisco,
17 State of California, and is hereinafter individually referred to by last name or referred to as the
18 "INDIVIDUAL DEFENDANT." The INDIVIDUAL DEFENDANT was Employer's manager,
19 corporate agent, supervisor, and/or employee.

20 8. The true names and capacities, whether individual, corporate, associate, or otherwise, of
21 the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and therefore
22 said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this complaint to
23 insert the true names and capacities of said Defendants when the same become known to Plaintiff.
24 Plaintiff is informed and believes, and based thereupon alleges, that each of the fictitiously named
25 Defendants is responsible for the wrongful acts alleged herein and is therefore liable to Plaintiff as alleged
26 hereinafter.

27 9. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
28 hereto, Defendants, and each of them, were the agents, employees, managing agents, supervisors,

1 coconspirators, parent corporation, joint employers, alter egos, successors, and/or joint ventures of the
2 other Defendants, and each of them, and in doing the things alleged herein, were acting at least in part
3 within the course and scope of said agency, employment, conspiracy, joint employer, alter ego status,
4 successor status and/or joint venture and with the permission and consent of each of the other Defendants.

5 10. Plaintiff is informed and believes, and based thereupon alleges, that Defendants, and each
6 of them, including those defendants named as DOES 1-20 and the INDIVIDUAL DEFENDANT, acted
7 in concert with one another to commit the wrongful acts alleged herein, and aided, abetted, incited,
8 compelled and/or coerced one another in the wrongful acts alleged herein, and/or attempted to do so,
9 including pursuant to Government Code §12940(i). Plaintiff is further informed and believes, and based
10 thereupon alleges, that Defendants, and each of them, including those defendants named as DOES 1-20
11 and the INDIVIDUAL DEFENDANT, and each of them, formed and executed a conspiracy or common
12 plan pursuant to which they would commit the unlawful acts alleged herein, with all such acts alleged
13 herein done as part of and pursuant to said conspiracy, intended to cause and actually causing Plaintiff
14 harm.

15 11. Whenever and wherever reference is made in this complaint to any act or failure to act by
16 a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts
17 and/or failures to act by each Defendant acting individually, jointly and severally.

18 12. Plaintiff has filed complaints of discrimination, harassment, retaliation, failure to prevent
19 discrimination or retaliation, failure to accommodate, failure to engage in the interactive process, and
20 wrongful termination under Government Code §§12940, et seq., the California Fair Employment and
21 Housing Act ("FEHA") with the California Civil Rights Department ("CRD") and has satisfied Plaintiff's
22 administrative prerequisites with respect to these and all related filings.

23
24 **ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER**

25 13. Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity
26 of interest and ownership between Employer and DOES 1-20 that the individuality and separateness of
27 defendants have ceased to exist.
28

1 14. Plaintiff is informed and believes, and based thereon alleges, that despite the formation of
2 purported corporate existence, Employer and DOES 1-20 are, in reality, one and the same, including, but
3 not limited to because:

4 a. Employer is completely dominated and controlled by one another and DOES 1-20,
5 who personally committed the frauds and violated the laws as set forth in this complaint, and who have
6 hidden and currently hide behind Defendants to perpetrate frauds, circumvent statutes, or accomplish
7 some other wrongful or inequitable purpose.

8 b. Employer and DOES 1-20 derive actual and significant monetary benefits by and
9 through one another's unlawful conduct, and by using one another as the funding source for their own
10 personal expenditures.

11 c. Employer and DOES 1-20, while really one and the same, were segregated to
12 appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or
13 accomplishing some other wrongful or inequitable purpose.

14 d. Employer does not comply with all requisite corporate formalities to maintain a
15 legal and separate corporate existence.

16 e. The business affairs of Employer and DOES 1-20 are, and at all times relevant
17 were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in
18 inextricable confusion. Employer is, and at all times relevant hereto was, used by one another and DOES
19 1-20 as a mere shell and conduit for the conduct of certain of Defendants' affairs, and are, and were, the
20 alter ego of one another and DOES 1-20. The recognition of the separate existence of Defendants would
21 not promote justice, in that it would permit Defendants to insulate themselves from liability to Plaintiff
22 for violations of the Government Code and other statutory violations. The corporate existence of
23 Employer and DOES 1-20 should be disregarded in equity and for the ends of justice because such
24 disregard is necessary to avoid fraud and injustice to Plaintiff herein.

25 15. Accordingly, Employer constitute the alter ego of one another and DOES 1-20, and the
26 fiction of their separate corporate existence must be disregarded.

27 16. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
28 thereon alleges that Employer and DOES 1-20 are Plaintiff's joint employers by virtue of a joint

1 enterprise, and that Plaintiff was an employee of Employer and DOES 1-20. Plaintiff performed services
2 for each and every one of Defendants, and to the mutual benefit of all Defendants, and all Defendants
3 shared control of Plaintiff as an employee, either directly or indirectly, and the manner in which
4 Defendants' business was and is conducted.

5 17. Alternatively, Plaintiff is informed and believes and, based thereupon alleges, that as and
6 between DOES 1-20, Employer, or any of them, (1) there is an express or implied agreement of
7 assumption pursuant to which Employer and/or DOES 1-20 agreed to be liable for the debts of the other
8 Defendants, (2) the transaction between Employer and/or DOES 1-20 and the other Defendants amounts
9 to a consolidation or merger of the two corporations, (3) Employer and/or DOES 1-20 are a mere
10 continuation of the other Defendants, or (4) the transfer of assets to Employer and/or DOES 1-20 is for
11 the fraudulent purpose of escaping liability for Defendants' debts. Accordingly, Employer and/or DOES
12 1-20 are the successors of one or more of the other Defendants and are liable on that basis.

13 14 FACTUAL ALLEGATIONS

15 18. In or around February 6, 2023, Employer hired Plaintiff to work as a client support
16 coordinator. Plaintiff was a full-time, non-exempt employee, and performed all of Plaintiff's job duties
17 satisfactorily before Plaintiff was wrongfully terminated on or about April 20, 2023.

18 19. Between approximately February 6, 2023, and March 11, 2023, Plaintiff's hourly wage
19 rate was \$20.50. During this time period, Plaintiff's fixed schedule was five days per week, Monday
20 through Friday, for approximately 7 to 14 hours per day.

21 20. Between approximately March 12, 2023, and April 20, 2023, Plaintiff's hourly wage rate
22 was \$23.00. During this time period, Plaintiff's fixed schedule was five days per week, Monday through
23 Friday, for approximately 7 to 14 hours per day.

24 21. Throughout Plaintiff's employment, Plaintiff was not permitted to, and not advised of
25 Plaintiff's right to take statutory 10-minute rest breaks for every four hours worked or substantial portion
26 thereof. One or more of Plaintiff's 10-minute rest periods were not provided approximately 5 times per
27 week.
28

1 22. Throughout Plaintiff's employment, Plaintiff did not receive uninterrupted statutory 30-
2 minute meal periods for days on which Plaintiff worked at least 5 hours, which was each day Plaintiff
3 worked. One or more of Plaintiff's 30-minute meal periods were not provided, interrupted, and/or cut
4 short approximately 5 times per week.

5 23. During the course of her employment, Plaintiff was subject to sexual harassment
6 perpetrated by her supervisor EZEKIEL. EZEKIEL was at all relevant times an employee of Employer
7 and was Plaintiff's supervisor.

8 24. EZEKIEL harassed Plaintiff throughout her employment when he physically placed his
9 hands upon Plaintiff, specifically her lower back and buttocks. The harassment occurred on a daily basis.

10 25. During a one-time incident, EZEKIEL grabbed Plaintiff's neck startling Plaintiff.

11 26. EZEKIEL continuously asked Plaintiff to contact him after work hours insinuating a desire
12 to have a sexual relationship.

13 27. At all times, Plaintiff rejected EZEKIEL's sexual advancements and never consented to
14 the unwanted touching and sexual gestures.

15 28. On or about March 19, 2023, Plaintiff reported safety concerns regarding a resident of
16 Employer's facility to her manager and requested a security guard for protection.

17 29. Employer failed to take any action to protect Plaintiff's safety.

18 30. On this date, Plaintiff suffered from injuries after the same resident Plaintiff had already
19 reported, physically attacked her at work. The injuries impaired Plaintiff's ability to perform the major
20 life activity of working and therefore constituted a disability.

21 31. Plaintiff notified Employer of her injuries and sought medical attention.

22 32. Plaintiff was placed off work for a few days and issued work restrictions.

23 33. Plaintiff provided Employer notice of her work restrictions and requested accommodation.

24 34. Employer failed to engage in any good faith interactive process or provide reasonable
25 accommodation.

26 35. Plaintiff continued with her regular job duties and attended weekly medical appointments.

27 36. Shortly thereafter, on or about April 20, 2023, Employer wrongfully terminated Plaintiffs'
28 employment under the pretext of attendance.

1 37. Defendants discriminated and retaliated against Plaintiff by wrongfully terminating her
2 employment and for exercising Plaintiff's right to request as an accommodation of Plaintiff's perceived
3 disability and/or medical condition.

4 38. At all relevant times, Defendants failed to properly engage in a good faith interactive
5 process in an effort to properly accommodate Plaintiff's disability and/or medical condition such that
6 Plaintiff could continue working for Defendants.

7 39. Plaintiff's termination was substantially motivated by Plaintiff's sex, gender, disability or
8 perceived disability, medical condition or perceived medical condition, request for accommodation,
9 and/or engagement in protected activities, without any discussion of disability accommodations or any
10 good faith attempt to engage in the interactive process with Plaintiff. Defendants' discriminatory animus
11 is evidenced by the previously mentioned facts.

12 40. At all times relevant hereto, Employer, maintained, and enforced an attendance and leave
13 policy and/or procedure that had a disproportionate and adverse effect on persons with disabilities.

14 41. Defendants' conduct described herein was undertaken, authorized, and/or ratified
15 Defendants' officers, directors and/or managing agents, including, but not limited to those identified
16 herein as DOES 1 through 20, who were authorized and empowered to make decisions that reflect and/or
17 create policy for Defendants. The aforementioned conduct of said managing agents and individuals was
18 therefore undertaken on behalf of Defendants who further had advanced knowledge of the actions and
19 conduct of said individuals whose actions and conduct were ratified, authorized, and approved by
20 managing agents whose precise identities are unknown to Plaintiff at this time and are therefore identified
21 and designated herein as DOES 1 through 20, inclusive:

22 42. As a result of Defendants' actions, Plaintiff has suffered and will continue to suffer general
23 and special damages, including severe and profound pain and emotional distress, anxiety, depression,
24 headaches, tension, and other physical ailments, as well as medical expenses, expenses for psychological
25 counseling and treatment, and past and future lost wages and benefits.

26 43. As a result of the above, Plaintiff is entitled to past and future lost wages, bonuses,
27 commissions, benefits and loss or diminution of earning capacity.
28

44. Plaintiff claims general damages for emotional and mental distress and aggravation in a sum in excess of the jurisdictional minimum of this Court.

45. Because the acts taken toward Plaintiff were carried out by officers, directors and/or managing agents acting in a deliberate, cold, callous, cruel and intentional manner, in conscious disregard of Plaintiff's rights and in order to injure and damage Plaintiff, Plaintiff requests that punitive damages be levied against Defendants and each of them, in sums in excess of the jurisdictional minimum of this Court.

FIRST CAUSE OF ACTION
FOR DISCRIMINATION IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.
AGAINST ALL DEFENDANTS

46. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 41, inclusive, as though set forth in full herein.

47. At all times hereto, the FEHA was in full force and effect and was binding upon Defendants and each of them.

48. As such term is used under FEHA, "on the bases enumerated in this part" means or refers to discrimination on the bases of one or more of the protected characteristics under FEHA.

49. FEHA requires Defendants to refrain from discriminating against an employee on the basis of sex, gender, disability or perceived disability and/or medical condition, real or perceived, and to prevent discrimination on the basis of disability and/or medical condition, real or perceived, use of medical leave, and engagement in protected activities from occurring.

50. Plaintiff was a member of multiple protected classes as a result of Plaintiff's sex, gender, disability or perceived disability, medical condition and/or the perception that Plaintiff was suffering from a disability and/or medical condition.

51. At all times relevant hereto, Plaintiff was performing competently in the position Plaintiff held with Defendants.

52. Plaintiff was adversely and disparately impacted by Defendants' attendance and leave policy and/or procedure, in that disability was a substantial motivating factor in termination.

1 53. Defendants' attendance and leave policy and/or procedure was not justified by business
2 necessity and could have been met by alternative means which would have had less of a disparate impact
3 upon Plaintiff and other members of the protected class.

4 54. Defendants' attendance and leave policy and/or procedure was utilized as a pretext for
5 adverse employment action described above and was a substantial factor in causing Plaintiff's harm.

6 55. Plaintiff suffered the adverse employment actions of unlawful harassment, discrimination,
7 failure to accommodate, failure to investigate, remedy, and/or prevent discrimination, failure to reinstate
8 and/or return to work, failure to hire/re-hire, and termination, and was harmed thereby.

9 56. Plaintiff is informed and believes that Plaintiff's sex, gender, disability or perceived
10 disability and/or medical condition, real and perceived, and/or some combination of these protected
11 characteristics under Government Code §12926(j) were motivating reasons and/or factors in the decisions
12 to subject Plaintiff to the aforementioned adverse employment actions.

13 57. Said conduct violates the FEHA, and such violations were a proximate cause in Plaintiff's
14 damage as stated below.

15 58. The damage allegations of Paragraphs 42 through 45, inclusive, are herein incorporated
16 by reference.

17 59. The foregoing conduct of Defendants individually, or by and through their officers,
18 directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or was
19 despicable conduct carried on by the Defendants with a willful and conscious disregard of the rights of
20 Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights
21 such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to
22 punitive damages in an amount appropriate to punish or make an example of Defendants.

23 60. Pursuant to Government Code §12965(b), Plaintiff requests a reasonable award of
24 attorneys' fees and costs, including expert fees pursuant to the FEHA.

1 SECOND CAUSE OF ACTION

2 FOR HARASSMENT IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.

3 AGAINST ALL DEFENDANTS

4 61. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 41, inclusive, as
5 though set forth in full herein.

6 62. At all times hereto, the FEHA was in full force and effect and was binding upon
7 Defendants and each of them.

8 63. As such term is used under FEHA, "on the bases enumerated in this part" means or
9 refers to harassment on the bases of one or more of the protected characteristics under FEHA.

10 64. These laws set forth in the preceding paragraph require Defendants to refrain from
11 harassing, or creating, or maintaining a hostile work environment against an employee based upon the
12 employee's gender, sex, disability and/or medical condition, real or perceived, use of medical leave,
13 and engagement in protected activities, as set forth hereinabove.

14 65. Defendants' harassing conduct was severe or pervasive, was unwelcome by Plaintiff,
15 and a reasonable person in Plaintiff's circumstances would have considered the work environment to
16 be hostile or abusive.

17 66. Defendants violated the FEHA and the public policy of the State of California which is
18 embodied in the FEHA by creating a hostile work environment and harassing Plaintiff because of
19 Plaintiff's gender, sex, disability and/or medical condition, real or perceived, use of medical leave,
20 engagement in protected activities, and/or some combination of these protected characteristics, as set
21 forth hereinabove.

22 67. The above said acts were perpetrated upon Plaintiff by a supervisor, and/or Defendants
23 knew or should have known of the conduct but failed to take immediate and appropriate corrective
24 action.

25 68. The above said acts of Defendants constitute violations of the FEHA and violations of
26 the public policy of the State of California. Such violations were a proximate cause in Plaintiff's
27 damage as stated below.

1 69. The damage allegations of Paragraphs 42 through 45, inclusive, are herein incorporated
2 by reference.

3 70. The foregoing conduct of Defendants individually, or by and through their officers,
4 directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or
5 was despicable conduct carried on by the Defendants with a willful and conscious disregard of the
6 rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's
7 rights such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling
8 Plaintiff to punitive damages in an amount appropriate to punish or make an example of Defendants.

9 71. Pursuant to Government Code §12965(b), Plaintiff requests a reasonable award of
10 attorneys' fees and costs, including expert fees pursuant to the FEHA.

11
12 **THIRD CAUSE OF ACTION**
13 **FOR RETALIATION IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.**
14 **AGAINST ALL DEFENDANTS**

15 72. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 41, inclusive, as
16 though set forth in full herein.

17 73. At all times hereto, the FEHA was in full force and effect and was binding upon
18 Defendants and each of them.

19 74. These laws set forth in the preceding paragraph require Defendants to refrain from
20 retaliating against an employee for engaging in protected activity.

21 75. Plaintiff engaged in the protected activities of requesting accommodation and
22 complaining about and protesting Defendants' discriminatory conduct towards Plaintiff based upon
23 Plaintiff's sex, gender, disability or perceived disability, medical condition, real or perceived, and use of
24 medical leave.

25 76. Plaintiff suffered the adverse employment actions of discrimination, failure to
26 accommodate, failure to investigate, remedy, and/or prevent discrimination, failure to reinstate and/or
27 return to work, and termination, and was harmed thereby.

1 77. Plaintiff is informed and believes that Plaintiff's conduct of requesting accommodation,
2 complaining about and protesting about Defendants' discriminatory conduct, and/or some combination
3 of these factors, were motivating reasons and/or factors in the decisions to subject Plaintiff to the
4 aforementioned adverse employment actions.

5 78. Defendants violated the FEHA by retaliating against Plaintiff and terminating Plaintiff for
6 attempting to exercise Plaintiff's protected rights, as set forth hereinabove.

7 79. Plaintiff is informed and believes, and based thereon alleges, that the above acts of
8 retaliation committed by Defendants were done with the knowledge, consent, and/or ratification of, or at
9 the direction of, each other Defendant and the other Managers.

10 80. The above said acts of Defendants constitute violations of the FEHA and were a proximate
11 cause in Plaintiff's damage as stated below:

12 81. The damage allegations of Paragraphs 42 through 45, inclusive, are herein incorporated
13 by reference.

14 82. The foregoing conduct of Defendants individually, or by and through their officers,
15 directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or was
16 despicable conduct carried on by the Defendants with a willful and conscious disregard of the rights of
17 Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights
18 such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to
19 punitive damages in an amount appropriate to punish or make an example of Defendants.

20 83. Pursuant to Government Code §12965(b), Plaintiff requests a reasonable award of
21 attorneys' fees and costs, including expert fees pursuant to the FEHA.

22
23 **FOURTH CAUSE OF ACTION**

24 **FAILURE TO PREVENT DISCRIMINATION, HARASSMENT, AND RETALIATION**

25 **IN VIOLATION OF GOV'T CODE §12940(k)**

26 **AGAINST ALL DEFENDANTS**

27 84. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 41, inclusive, as
28 though set forth in full herein.

1 85. At all times hereto, the FEHA, including in particular Government Code §12940(k),
2 was in full force and effect and was binding upon Defendants. This subsection imposes a duty on
3 Defendants to take all reasonable steps necessary to prevent discrimination, harassment, and retaliation
4 from occurring. As alleged above, Defendants violated this subsection and breached their duty by
5 failing to take all reasonable steps necessary to prevent discrimination, harassment and retaliation from
6 occurring.

7 86. The above said acts of Defendants constitute violations of the FEHA, and were a
8 proximate cause in Plaintiff's damage as stated below.

9 87. The damage allegations of Paragraphs 42 through 45, inclusive, are herein incorporated
10 by reference.

11 88. The foregoing conduct of Defendants individually, or by and through their officers,
12 directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or
13 was despicable conduct carried on by the Defendants with a willful and conscious disregard of the
14 rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's
15 rights such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling
16 Plaintiff to punitive damages in an amount appropriate to punish or make an example of Defendants.

17 89. Pursuant to Government Code §12965(b), Plaintiff requests a reasonable award of
18 attorneys' fees and costs, including expert fees pursuant to the FEHA.

19
20 **FIFTH CAUSE OF ACTION**
21 **FOR FAILURE TO PROVIDE REASONABLE ACCOMMODATIONS**
22 **IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.**
23 **AGAINST ALL DEFENDANTS**

24 90. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 41, inclusive, as
25 though set forth in full herein.

26 91. At all times hereto, the FEHA, including in particular Government Code §12940(m), was
27 in full force and effect and was binding upon Defendants. This subsection imposes an ongoing duty on
28

1 Defendants to make reasonable accommodation for the known physical disability and/or medical
2 condition of an employee.

3 92. At all relevant times, Plaintiff was a member of a protected class within the meaning of,
4 in particular, Government Code §§12940(a) & 12986(1) et seq. because Plaintiff had a disability, a
5 physical condition that affected Plaintiff's major life activities, and medical condition of which
6 Defendants had both actual and constructive knowledge.

7 93. At all times herein, Plaintiff was willing and able to perform the duties and functions of
8 the position in which Plaintiff was employed or could have performed the duties and functions of that
9 position with reasonable accommodations. At no time would the performance of the functions of the
10 employment position, with a reasonable accommodation for Plaintiff's disability or medical condition,
11 actual or as it was perceived by Defendants, have been a danger to Plaintiff's or any other person's health
12 or safety. Accommodation of Plaintiff's disability, real or perceived, or medical condition, real or
13 perceived by Defendants, would not have imposed an undue hardship on Defendants. Defendants failed
14 and refused to accommodate Plaintiff's disability, failed to engage in the interactive process with Plaintiff
15 and continue to violate this obligation, up to and including the date of Plaintiff's termination or, if
16 Defendant contends Plaintiff was never terminated, through the present and ongoing.

17 94. The above said acts of Defendants constitute violations of the FEHA and were a proximate
18 cause in Plaintiff's damage as stated below.

19 95. The damage allegations of Paragraphs 42 through 45, inclusive, are herein incorporated
20 by reference.

21 96. The foregoing conduct of Defendants individually, and/or by and through their officers,
22 directors, and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or was
23 despicable conduct carried on by the Defendants with a willful and conscious disregard of the rights of
24 Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights
25 such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to
26 punitive damages in an amount appropriate to punish or make an example of Defendants.

27 97. Pursuant to Government Code §12965(b), Plaintiff requests a reasonable award of
28 attorneys' fees and costs, including expert fees pursuant to the FEHA.

SIXTH CAUSE OF ACTION
FOR FAILURE TO ENGAGE IN A GOOD FAITH INTERACTIVE PROCESS
IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.
AGAINST ALL DEFENDANTS

98. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 41, inclusive, as though set forth in full herein.

99. At all times hereto, the FEHA, including in particular Government Code §12940(n), was in full force and effect and was binding upon Defendants. This subsection imposes an ongoing duty on Defendants to engage in a timely, good faith, interactive process with the employee to determine effective reasonable accommodations, if any, in response to a request for reasonable accommodation by an employee with a known physical disability or known medical condition and/or becoming aware of the employee's need for accommodation.

100. At all relevant times, Plaintiff was a member of a protected class within the meaning of, in particular, Government Code §§12940(a) & 12986(1) et seq. because Plaintiff had a physical disability that affected Plaintiff's major life activities, and medical condition of which Defendants had both actual and constructive knowledge.

101. Plaintiff reported the disability to Defendants, triggering Defendants' obligation to engage in the interactive process with Plaintiff, but at all times herein, Defendants failed and refused to do so. Thereafter, despite Defendants continuing obligation to engage in the interactive process with Plaintiff, despite Plaintiff's submission of a doctors' notes identifying Plaintiff's condition and Plaintiff's desire to continue working in some capacity, Defendants failed and refused to have any dialogue with Plaintiff whatsoever, on any of these occasions, and Defendants violated, and continued to violate this obligation up to and including the date of Plaintiff's termination or, if Defendant contends Plaintiff was never terminated, through the present and ongoing.

102. The above said acts of Defendants constitute violations of the FEHA and were a proximate cause in Plaintiff's damage as stated below.

103. The damage allegations of Paragraphs 42 through 45, inclusive, are herein incorporated by reference.

1 104. The foregoing conduct of Defendants individually, and/or by and through their officers,
2 directors, and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or was
3 despicable conduct carried on by the Defendants with a willful and conscious disregard of the rights of
4 Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights
5 such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to
6 punitive damages in an amount appropriate to punish or make an example of Defendants.

7 105. Pursuant to Government Code §12965(b), Plaintiff requests a reasonable award of
8 attorneys' fees and costs, including expert fees pursuant to the FEHA.

9
10 **SEVENTH CAUSE OF ACTION**
11 **FOR DECLARATORY JUDGMENT**
12 **AGAINST ALL DEFENDANTS**

13 106. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 105, inclusive, as
14 though set forth in full herein.

15 107. Government Code §12920 sets forth the public policy of the State of California as follows:

16 It is hereby declared as the public policy of this state that it is necessary to
17 protect and safeguard the right and opportunity of all persons to seek,
18 obtain, and hold employment without discrimination or abridgment on
19 account of race, religious creed, color, national origin, ancestry, physical
disability, mental disability, medical condition, genetic information,
marital status, sex, gender, gender identity, gender expression, age, or
sexual orientation.

20 It is recognized that the practice of denying employment opportunity and
21 discriminating in the terms of employment for these reasons foments
22 domestic strife and unrest, deprives the state of the fullest utilization of its
23 capacities for development and advancement, and substantially and
adversely affects the interests of employees, employers, and the public in
general.

24 Further, the practice of discrimination because of race, color, religion, sex,
25 gender, gender identity, gender expression, sexual orientation, marital
status, national origin, ancestry, familial status, source of income,
26 disability, or genetic information in housing accommodations is declared
to be against public policy.

27 It is the purpose of this part to provide effective remedies that will
28 eliminate these discriminatory practices.

1 This part shall be deemed an exercise of the police power of the state for
2 the protection of the welfare, health, and peace of the people of this state.

3 108. Government Code §12920.5 embodies the intent of the California legislature and states:

4 In order to eliminate discrimination, it is necessary to provide effective
5 remedies that will both prevent and deter unlawful employment practices
6 and redress the adverse effects of those practices on aggrieved persons. To
7 that end, this part shall be deemed an exercise of the Legislature's
8 authority pursuant to Section 1 of Article XIV of the California
9 Constitution.

10 109. Moreover, Government Code §12921, subdivision (a) says in pertinent part:

11 The opportunity to seek, obtain, and hold employment without
12 discrimination because of race, religious creed, color, national origin,
13 ancestry, physical disability, mental disability, medical condition, genetic
14 information, marital status, sex, gender, gender identity, gender
15 expression, age, or sexual orientation is hereby recognized as and declared
16 to be a civil right.

17 110. An actual controversy has arisen and now exists between Plaintiff and Defendants
18 concerning their respective rights and duties as it is believed that Defendants may allege that they did not
19 discriminate and retaliate against Plaintiff; that Plaintiff was not terminated as a result of Plaintiff's sex,
20 gender, disability or perceived disability and/or perceived disability, medical condition or perceived
21 medical condition, engagement in protected activities, and/or some combination of these protected
22 characteristics. Plaintiff contends that Defendants did discriminate and retaliate against Plaintiff on the
23 basis of Plaintiff's sex, gender, disability or perceived disability and/or perceived disability, medical
24 condition or perceived medical condition, engagement in protected activities, and/or some combination
25 of these protected characteristics; and that Plaintiff was retaliated against and, ultimately wrongfully
26 terminated as a result of Plaintiff's sex, gender, medical condition, disability and/or perceived disability,
27 medical condition or perceived medical condition, engagement in protected activities, and/or some
28 combination of these protected characteristics. Plaintiff is informed and believes, and on that basis
alleges, that Defendants shall dispute Plaintiff's contentions.

111. Pursuant to Code of Civil Procedure §1060, Plaintiff desires a judicial determination of
Plaintiff's rights and duties, and a declaration that Defendants harassed Plaintiff on the basis of
Plaintiff's gender, sex, perceived disability, disability, medical condition, perceived medical condition,
engagement in protected activities, and/or some combination of these protected characteristics.

1 112. Pursuant to Code of Civil Procedure §1060, Plaintiff seeks a judicial determination of
2 Plaintiff's rights and duties, and a declaration that Plaintiff's gender, sex, perceived disability, medical
3 condition, perceived medical condition, disability, engagement in protected activities, and/or some
4 combination of these protected characteristics was a substantial motivating factor in the decision to
5 subject Plaintiff to the aforementioned adverse employment actions.

6 113. A judicial declaration is necessary and appropriate at this time under the circumstances in
7 order that Plaintiff, for Plaintiff and on behalf of employees in the State of California and in conformity
8 with the public policy of the State, obtain a judicial declaration of the wrongdoing of Defendants and to
9 condemn such discriminatory employment policies or practices prospectively. *Harris v. City of Santa*
10 *Monica* (2013) 56 Cal.4th 203.

11 114. A judicial declaration is necessary and appropriate at this time such that Defendants may
12 also be aware of their obligations under the law to not engage in discriminatory practices and to not
13 violate the law in the future.

14 115. Government Code §12965(b) provides that an aggrieved party, such as the Plaintiff herein,
15 may be awarded reasonable attorneys' fees and costs: "In civil actions brought under this section, the
16 court, in its discretion, may award to the prevailing party, including the department, reasonable attorneys'
17 fees and costs, including expert witness fees." Such fees and costs expended by an aggrieved party may
18 be awarded for the purpose of redressing, preventing, or deterring discrimination.

19
20 **EIGHTH CAUSE OF ACTION**
21 **FOR WRONGFUL TERMINATION**
22 **IN VIOLATION THE PUBLIC POLICY OF THE STATE OF CALIFORNIA**
23 **AGAINST ALL DEFENDANTS**

24 116. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 41, inclusive, as
25 though set forth in full herein.

26 117. At all relevant times mentioned in this complaint, the FEHA was in full force and effect
27 and was binding on Defendants. This law requires Defendants to refrain, among other things, from
28 discriminating against any employee on the basis of sex, gender, disability or perceived disability,

1 medical condition, real or perceived, and use of medical leave, and from retaliating against any employee
2 who engages in protected activity.

3 118. At all times mentioned in this complaint, it was a fundamental policy of the State of
4 California that Defendants cannot discriminate and/or retaliate against any employee on the basis of sex,
5 gender, disability or perceived disability, medical condition, real or perceived, use of medical leave
6 and/or engagement in protected activity.

7 119. Plaintiff believes and thereon alleges that Plaintiff's sex, gender, disability or perceived
8 disability and/or medical condition, real or perceived, use of medical leave, engagement in protected
9 activity with respect to these protected classes, and/or some combination thereof, were factors in
10 Defendants' conduct as alleged hereinabove.

11 120. Such discrimination and retaliation, resulting in the wrongful termination of Plaintiff's
12 employment on the basis of sex, gender, disability or perceived disability, medical condition, real or
13 perceived, or use of medical leave, Plaintiff's complaining of discrimination due to these protected
14 classes, Plaintiff's engagement in protected activity, and/or some combination of these factors, were a
15 proximate cause in Plaintiff's damages as stated below.

16 121. The above said acts of Defendants constitute violations of the Government Code and the
17 public policy of the State of California embodied therein as set forth above. Defendants violated these
18 laws by discriminating and retaliating against Plaintiff and terminating Plaintiff's employment in
19 retaliation for exercise of protected rights.

20 122. At all times mentioned in this complaint, it was a fundamental policy of the State of
21 California that Defendants cannot discriminate and/or retaliate against any employee in violation of
22 FEHA.

23 123. Plaintiff is informed and believes, and based thereupon alleges, that Plaintiff's status as a
24 protected member of the class under FEHA was a proximate cause in Plaintiff's damages as stated below.

25 124. At all relevant times mentioned in this complaint, Labor Code §§ 6310, and 6400, et seq.,
26 were in full force and effect and were binding on Defendants.

27 125. Labor Code §6310 declares, in pertinent part, that no person shall discharge, or in any
28 manner discriminate against an employee, because the employee has made any oral or written complaint

1 to his employer with reference to employee safety or health. The public policy underlying Labor Code
2 §6310 is not merely to aid the reporting of actual safety violations; it is to prevent retaliation against those
3 who in good faith report working conditions they believe to be unsafe.

4 126. Labor Code §§6400, et seq., require that every employer shall furnish employment and a
5 place of employment that is safe and healthful for employees.

6 127. When read together, the foregoing statutes establish a fundamental public policy of the
7 State of California requiring employers to provide a safe and secure workplace, including a requirement
8 that an employer take reasonable steps to address credible threats of violence in the workplace.

9 128. Plaintiff believes and thereon alleges that her complaints regarding the safety and health
10 of the place of employment furnished by Defendants were factors in Defendants' decision to retaliate
11 against Plaintiff by refusing to investigate Plaintiff's complaints of harassment and discrimination, by
12 failing to prevent harassment and discrimination, and by terminating Plaintiff, as alleged hereinabove.

13 129. Such discrimination and retaliation against Plaintiff who, in good faith, reported working
14 conditions she believed to be unsafe were a proximate cause in Plaintiff's damages as stated below.

15 130. The damage allegations of Paragraphs 42 through 45, inclusive, are herein incorporated
16 by reference.

17 131. The foregoing conduct of Defendants individually, or by and through their officers,
18 directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or was
19 despicable conduct carried on by the Defendants with a willful and conscious disregard of the rights of
20 Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights
21 such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to
22 punitive damages in an amount appropriate to punish or make an example of Defendants.

23
24 **NINTH CAUSE OF ACTION**

25 **FOR COMMON LAW BATTERY**

26 **AGAINST ALL DEFENDANTS**

27 132. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
28 though set forth in full herein.

133. A person is liable for battery if the person intentionally caused a harmful or offensive touching of another person.

134. As alleged herein, INDIVIDUAL DEFENDANT acted with intent to cause a harmful or offensive touching of Plaintiff, and a harmful and offensive touching of Plaintiff resulted.

135. As alleged herein, INDIVIDUAL DEFENDANT repeatedly solicited, encouraged, enabled, and conspired with DOES 1-20 to act with intent to cause a harmful or offensive touching of Plaintiff, and a harmful and offensive touching of Plaintiff repeatedly resulted.

136. At all times when committing the aforementioned batteries, INDIVIDUAL DEFENDANT was acting, at least in part, in the course and scope of his employment with Employer Defendants.

137. The above said acts of INDIVIDUAL DEFENDANT was a proximate cause in Plaintiff's damages as stated below.

138. The damage allegations of Paragraphs 42 through 45, inclusive, are herein incorporated by reference.

139. The foregoing conduct of Defendants individually, or by and through their managing agents, was intended by the Defendants to cause injury to the Plaintiff or was despicable conduct carried on by the Defendants with a willful and conscious disregard of the rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to punitive damages in an amount appropriate to punish or make an example of Defendants.

TENTH CAUSE OF ACTION

FOR SEXUAL BATTERY IN VIOLATION OF CIVIL CODE §1708.5 ET SEQ.

AGAINST ALL DEFENDANTS

140. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

141. At all times hereto, Civil Code §1708.5 was in full force and effect and was binding upon Defendants and each of them. Under Civil Code §1708.5, a person is civilly liable for sexual battery if

1 the person acted with the intent to cause harmful or offensive contact with an intimate part of another,
2 and a sexually offensive contact results.

3 142. As alleged herein, INDIVIDUAL DEFENDANT repeatedly acted with intent to cause
4 harmful or offensive contact with an intimate part of Plaintiff, and a sexually offensive and harmful
5 contact resulted. At the time of his sexual batteries upon Plaintiff, INDIVIDUAL DEFENDANT was
6 acting at least in part in the course and scope of his employment with Employer Defendants, and
7 Employer Defendants and DOES 1-20, repeatedly ratified INDIVIDUAL DEFENDANT's sexual
8 batteries upon Plaintiff.

9 143. The above said acts of Defendants constitute violations of Civil Code §1708.5, and were
10 a proximate cause in Plaintiff's damages as stated below.

11 144. The damage allegations of Paragraphs 42 through 45, inclusive, are herein incorporated
12 by reference.

13 145. Pursuant to Civil Code §1708.5(c), Plaintiff requests an award of punitive damages, in
14 addition to general and special damages.

15 146. Pursuant to Civil Code §1708.5(c) and this court's statutory authority to award any other
16 relief the court deems proper, Plaintiff requests a reasonable award of attorneys' fees and costs, including
17 expert fees, and any other relief the court deems proper.

18
19 **ELEVENTH CAUSE OF ACTION**
20 **FOR VIOLATION OF THE RALPH CIVIL RIGHTS ACT**
21 **CIVIL CODE §51.7**
22 **AGAINST ALL DEFENDANTS**

23 147. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
24 though set forth in full herein.

25 148. At all times mentioned herein, Plaintiff had the right to be free from any violence, or
26 intimidation by threat of violence, committed against her person on account of her sex and/or gender.

27 149. As alleged above, Defendants subjected Plaintiff to violence, and/or intimidation by
28 threats of violence against their person on account of their sex and/or gender.

1 150. In so doing, Defendants violated the civil rights of Plaintiff, as set forth in the Ralph Civil
2 Rights Act, which is codified in Civil Code §51.7.

3 151. The damage allegations of Paragraphs 42 through 45, inclusive, are herein incorporated
4 by reference.

5 152. The foregoing conduct of Defendants individually, or by and through their managing
6 agents, was intended by the Defendants to cause injury to the Plaintiff or was despicable conduct carried
7 on by the Defendants with a willful and conscious disregard of the rights of Plaintiff or subjected Plaintiff
8 to cruel and unjust hardship in conscious disregard of Plaintiff's right to be free from violence, or
9 intimidation by threat of violence, committed against her person on account of her sex and/or gender,
10 such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to
11 punitive damages in an amount appropriate to punish or make an example of Defendants.

12 153. In addition to and/or in lieu of Plaintiff's election, Plaintiff is entitled to receive and hereby
13 seek statutory damages pursuant to Civil Code §52(b), including actual and exemplary damages, as well
14 as a civil penalty pursuant to Civil Code §52(b)(2) of \$25,000.00.

15 154. Pursuant to Civil Code §52(b)(3), Plaintiff requests an award of attorneys' fees in
16 prosecuting this action.

17
18 **TWELFTH CAUSE OF ACTION**
19 **FOR VIOLATION OF THE TOM BANE CIVIL RIGHTS ACT**
20 **CIVIL CODE §52.1**
21 **AGAINST ALL DEFENDANTS**

22 155. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
23 though set forth in full herein.

24 156. At all relevant times mentioned in this complaint, the FEHA was in full force and effect
25 and was binding on Defendants, and each of them. This law requires Defendants to refrain, among other
26 things, from discriminating against any employee on the basis of sex and gender, and from retaliating
27 against any employee who engages in protected activity. At all times mentioned in this complaint, Article
28 I, Section 8 of the California Constitution was in full force and effect and binding on Defendants. This

1 law requires Defendants to refrain from disqualifying a person from pursuing employment on the basis
2 of gender or sex.

3 157. Pursuant to the foregoing laws, Plaintiff had the right to lawful employment free from
4 violence, threats of violence and intimidation, as well as the right to report to their employer and/or protest
5 discriminatory and harassing conduct of Plaintiff based upon her sex and/or gender, and in the peaceable
6 exercise or enjoyment thereof to be free from interference by threats, intimidation, or coercion, or
7 attempts to interfere by threats, intimidation, or coercion.

8 158. As alleged above, Defendants repeatedly interfered with, or attempted to interfere with
9 Plaintiff's peaceable exercise and enjoyment of said rights by threats, intimidation, or coercion.

10 159. In so doing, Defendants violated the civil rights of Plaintiff, as set forth in the Tom Bane
11 Civil Rights Act, which is codified in Civil Code §52.1.

12 160. The damage allegations of Paragraphs 42 through 45, inclusive, are herein incorporated
13 by reference.

14 161. The foregoing conduct of Defendants individually, or by and through their managing
15 agents, was intended by the Defendants to cause injury to the Plaintiff or was despicable conduct carried
16 on by the Defendants with a willful and conscious disregard of the rights of Plaintiff or subjected Plaintiff
17 to cruel and unjust hardship in conscious disregard of Plaintiff's right to be free from interference by
18 threats, intimidation, or coercion, or attempts to interfere by threats, intimidation, or coercion, such as to
19 constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to punitive
20 damages in an amount appropriate to punish or make an example of Defendants.

21 162. In addition to and/or in lieu of Plaintiff's election, Plaintiff is entitled to receive and hereby
22 seeks statutory damages pursuant to Civil Code §52(b), including actual and exemplary damages.

23 163. Pursuant to Civil Code §52.1(h), Plaintiff requests an award of attorneys' fees in
24 prosecuting this action.

THIRTEENTH CAUSE OF ACTION
FOR COMMON LAW NEGLIGENT SUPERVISION AND RETENTION
AGAINST EMPLOYER DEFENDANTS

164. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

165. An employer is liable for negligent supervision or retention of an employee if the employer knew or should have known that the employee created a particular risk to others; that the employee harmed the plaintiffs, and that the employer's negligence in supervising or retaining the employee was a substantial factor in causing the plaintiffs' harm.

166. Employer Defendants owed Plaintiff a duty of reasonable care to supervise their employees and to take reasonable steps to prevent them from threatening or injuring Plaintiff.

167. Employer Defendants further owed Plaintiff a duty of reasonable care to discharge from employment employees who had threatened or injured or were reasonably likely to threaten or injure others with whom they came into contact at work, including Plaintiff.

168. Employer Defendants had reason to know that INDIVIDUAL DEFENDANT created a risk or threat of injury to Plaintiff, as alleged herein, due to, but not limited to, INDIVIDUAL DEFENDANT's sexual harassment of Plaintiff, and his solicitation and ratification by Employer Defendants.

169. Employer Defendants breached their duties by failing to properly supervise or control INDIVIDUAL DEFENDANT; and by failing to terminate the employment of INDIVIDUAL DEFENDANT so that Plaintiff could work in a reasonably safe environment.

170. The damage allegations of Paragraphs 42 through 45, inclusive, are herein incorporated by reference.

171. The foregoing conduct of Defendants, by and through its officers, directors and/or managing agents, was intended by Defendants to cause injury to the Plaintiff or was despicable conduct carried on by Defendants with a willful and conscious disregard of the rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights such as to constitute

malice, oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to punitive damages in an amount appropriate to punish or make an example of Defendants.

FOURTEENTH CAUSE OF ACTION
FOR FAILURE TO PAY WAGES DUE
LABOR CODE §§201, 1182.12, 1194, 1194.2
AGAINST ALL DEFENDANTS

172. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

173. At all relevant times, Defendants failed and refused to pay Plaintiff wages earned and required by 8 Code of Regulations §11040, as set forth hereinabove. As alleged herein, Defendants routinely failed to pay Plaintiff for missed rest and meal periods.

174. As alleged herein, Plaintiff was not exempt from the requirements of Labor Code §510, 8 Code of Regulations §11040, and Industrial Welfare Commission Order No. 4-2001.

175. Plaintiff has been deprived of Plaintiff's rightfully earned compensation as a direct and proximate result of Defendants' failure and refusal to pay said compensation. Plaintiff is entitled to recover such amounts, plus interest thereon, attorneys' fees and costs.

176. Labor Code §558(a) provides that any person acting on behalf of an employer who violates, or causes to be violated, any statute or provision regulating hours and days of work in any order of the Industrial Welfare Commission pay a civil penalty in the amount of \$50 for each underpaid employee for each pay period in which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. Also, Labor Code §558(a) for each subsequent violation, the person acting on behalf of an employer is liable in the amount of \$100 for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover the underpaid wages.

177. In addition to the unpaid wages, Plaintiff is entitled to civil penalties in this amount stated above based upon Defendants' underpayment of minimum and overtime wages.

FIFTEENTH CAUSE OF ACTION
FOR FAILURE TO PROVIDE MEAL AND REST BREAKS

LABOR CODE §§226.7, 512
AGAINST ALL DEFENDANTS

178. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

179. Labor Code §512 requires employers to provide every employee with an uninterrupted meal period of not less than 30 consecutive minutes, for every period of work exceeding five hours.

180. Labor Code §226.7 requires an employer to provide every employee with an uninterrupted rest period of not less than 10 minutes, for every period worked of four hours, or substantial portion thereof.

181. In the four years last past, Plaintiff regularly worked in excess of five hours per day, and was thereby entitled to take uninterrupted 30-minute meal periods and two 10-minute rest periods on each day of work.

182. Defendants failed and refused to provide Plaintiff with meal and rest periods, and failed to compensate Plaintiff for missed meal and rest periods, as required by Labor Code §§226.7 and the applicable sections of 8 Code of Regulations §11040 and Industrial Welfare Commission Order No. 4-2001, as follows:

a. From approximately February 6, 2023, and March 11, 2023, Plaintiff's statutory 30-minute meal periods were missed, interrupted or cut short approximately 5 times per week for 4 weeks, or on approximately 20 days. During this same time period, Plaintiff was deprived of one or more of Plaintiff's statutory 10-minute rest periods on approximately 20 days (5 days per week for 4 weeks).

b. From approximately March 12, 2023, and April 20, 2023, Plaintiff's statutory 30-minute meal periods were missed, interrupted or cut short approximately 5 times per week for 6 weeks, or on approximately 30 days. During this same time period, Plaintiff was deprived of one or more of Plaintiff's statutory 10-minute rest periods on approximately 30 days (5 days per week for 6 weeks).

183. As alleged herein, Plaintiff is not exempt from the meal and rest break requirements of 8 Code of Regulations §11040 and Industrial Welfare Commission Order No. 4-2001. Consequently,

1 Plaintiff is owed one hour of pay at Plaintiff's then regular hourly rate, or the requisite minimum wage,
2 whichever is greater, for each day that Plaintiff was denied such meal periods; and is owed one hour of
3 pay at Plaintiff's regular hourly rate, or the requisite minimum wage, whichever is greater, for each day
4 that Plaintiff was denied such rest periods, calculated as follows:

5 c. From approximately February 6, 2023, and March 11, 2023, Defendants failed to
6 provide Plaintiff with an uninterrupted statutory meal period on approximately 20 separate days.
7 Consequently, Plaintiff is owed one hour of pay at \$20.50 for each day, or \$410.00, plus interest thereon,
8 for unpaid missed or interrupted meal periods. During this same time period, Defendants failed to provide
9 Plaintiff with the statutory rest period on approximately 20 separate days. Consequently, Plaintiff is owed
10 one hour of pay at \$20.50 for each day, or \$410.00, plus interest thereon, for unpaid rest periods. Thus,
11 Plaintiff is owed a total of \$820.00, plus interest thereon, for unpaid meal and rest periods for this time
12 period.

13 d. From approximately March 11, 2023 and April 20, 2023, Defendants failed to
14 provide Plaintiff with an uninterrupted statutory meal period on approximately 30 separate days.
15 Consequently, Plaintiff is owed one hour of pay at \$23.00 for each day, or \$690.00, plus interest thereon,
16 for unpaid missed or interrupted meal periods. During this same time period, Defendants failed to provide
17 Plaintiff with the statutory rest period on approximately 30 separate days. Consequently, Plaintiff is owed
18 one hour of pay at \$23.00 for each day, or \$690.00, plus interest thereon, for unpaid rest periods. Thus,
19 Plaintiff is owed a total of \$1,380.00, plus interest thereon, for unpaid meal and rest periods for this time
20 period.

21 184. Thus, the total missed meal and rest period compensation owing Plaintiff for this time
22 period is \$2,200.00.

23 185. Plaintiff has been deprived of Plaintiff's rightfully earned compensation for meal and rest
24 breaks as a direct and proximate result of Defendants' failure and refusal to pay said compensation.

25 186. Thus, for the entirety of the time periods set forth above, Plaintiff is entitled to recover
26 such amounts in the combined amount of \$2,200.00, pursuant to Labor Code §226.7(b), plus interest
27 thereon and costs of suit.
28

1 **SIXTEENTH CAUSE OF ACTION**

2 **FOR FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS**

3 **LABOR CODE §§226 ET SEQ.**

4 **AGAINST ALL DEFENDANTS**

5 187. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
6 though set forth in full herein

7 188. Pursuant to Labor Code §§226 and 1174, employers have a duty to provide their non-
8 exempt employees with itemized statements showing total hours worked, hourly wages, gross wages,
9 total deductions and net wages earned. An employer who violates these code sections is liable to its
10 employees for the greater of actual damages suffered by the employee, or, for those violations occurring
11 within the one year immediately preceding the filing of a complaint pursuant to this section, \$50.00 in
12 civil penalties for the initial pay period in which a violation occurred, and \$100.00 per employee for each
13 subsequent pay period, up to a statutory maximum of \$4,000.00. Pursuant to Labor Code §226(e)(2), an
14 employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide a
15 wage statement at all.

16 189. In addition thereto, pursuant to Labor Code §226.3, an employer who willfully violates
17 Labor Code §226 during the one year immediately preceding the filing of a civil complaint alleging
18 violations of this section, is subject to a \$250.00 civil penalty for the initial pay period in which a violation
19 occurred, and \$1,000.00 per employee for each subsequent pay period, with no maximum.

20 190. At all relevant times, Defendants failed to provide the Plaintiff with timely and accurate
21 wage and hour statements showing gross wages earned, total hours worked, all deductions made, net
22 wages earned, the name and address of the legal entity employing Plaintiff, and all applicable hours and
23 rates in effect during each pay period and the corresponding number of hours worked at each hourly rate
24 by Plaintiff. Not one of the paystubs that Plaintiff received complied with Labor Code §226, and
25 contained almost none of the required information, including hours actually worked.

26 191. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §226.

27 192. This failure has injured Plaintiff, by misrepresenting and depriving Plaintiff of hour, wage,
28 and earnings information to which Plaintiff is entitled, causing Plaintiff difficulty and expense in

1 attempting to reconstruct time and pay records, causing Plaintiff not to be paid wages Plaintiff is entitled
2 to, causing Plaintiff to be unable to rely on earnings statements in dealings with third parties, eviscerating
3 Plaintiff's right under Labor Code §226(b) to review itemized wage statement information by inspecting
4 the employer's underlying records, and deceiving Plaintiff regarding Plaintiff's entitlement to overtime,
5 meal period, and rest period wages.

6 193. Plaintiff was paid on a bi-weekly basis, and therefore Defendants violated Labor Code
7 §226 approximately 4 times during the one year preceding the filing of this complaint. Consequently,
8 Defendants are liable to Plaintiff for Plaintiff's actual damages, or penalties up to the statutory maximum
9 amount of \$4,000.00, whichever is greater.

10 194. In addition, for Defendant's 4 violations, Defendants are penalized \$250.00 for the first
11 violation, and the remainder for which Defendants are penalized \$1000.00 each, for a total due in Labor
12 Code §226.3 penalties of \$3,250.00.

13 195. Based on Defendants' conduct as alleged herein, Defendants are liable for damages and
14 statutory penalties pursuant to Labor Code §226, civil penalties pursuant to Labor Code §226.3, and other
15 applicable provisions, as well as attorneys' fees and costs.

16
17 **SEVENTEENTH CAUSE OF ACTION**

18 **FOR WAITING TIME PENALTIES**

19 **LABOR CODE §§201-203**

20 **AGAINST ALL DEFENDANTS**

21 196. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
22 though set forth in full herein.

23 197. At all relevant times, Defendants failed to pay all of the Plaintiff's accrued wages and
24 other compensation due immediately upon termination or within 72 hours of resignation, as required.
25 These wages refer to, at a minimum, unpaid minimum wages, overtime compensation, and meal and rest
26 period compensation that Defendants should have paid, but did not pay to Plaintiff during the term of
27 Plaintiff's employment and which were, at the latest, due within the time restraints of Labor Code §§201-
28 203.

1 198. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §§201-
2 203.

3 199. As a direct and proximate result of Defendants' willful failure to pay these wages, Plaintiff
4 is entitled to payment of Plaintiff's overtime, meal and rest periods as previously pleaded herein, and
5 more than \$5,520.00 in wait time penalties, calculated based on 30 days of Plaintiff's daily wage rate of
6 \$184.00, inclusive of overtime.

7 200. Based on Defendants' conduct as alleged herein, Defendants are liable for \$5,520.00 in
8 statutory penalties pursuant to Labor Code §203 and other applicable provisions, as well as attorneys'
9 fees and costs.

10
11 **EIGHTEENTH CAUSE OF ACTION**
12 **FOR UNFAIR COMPETITION**
13 **BUSINESS & PROFESSIONS CODE §§17200, ET SEQ.**
14 **AGAINST ALL DEFENDANTS**

15 201. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
16 though set forth in full herein.

17 202. Defendants' violations of 8 Code of Regulations §11040, Industrial Welfare Commission
18 Order No. 4-2001, Labor Code §§201-203, 226, 226.7, 512, and other applicable provisions, as alleged
19 herein, including Defendants' failure to provide meal and rest breaks, Defendants' failure to provide
20 timely and accurate wage and hour statements, Defendants' failure to pay compensation due in a timely
21 manner upon termination or resignation, and Defendants' failure to maintain complete and accurate
22 payroll records for the Plaintiff, constitute unfair business practices in violation of Business & Professions
23 Code §§17200, et seq.

24 203. As a result of Defendants' unfair business practices, Defendants have reaped unfair
25 benefits and illegal profits at the expense of Plaintiff and members of the public. Defendants should be
26 made to disgorge their ill-gotten gains and restore such monies to Plaintiff.

27 204. Defendants' unfair business practices entitle Plaintiff to seek preliminary and permanent
28 injunctive relief, including but not limited to orders that the Defendants account for, disgorge, and restore

1 to the Plaintiff the overtime compensation and other monies and benefits unlawfully withheld from
2 Plaintiff.

3
4 **PRAYER FOR RELIEF**

5 **WHEREFORE**, Plaintiff seeks judgment against Defendants and each of them, in an amount
6 according to proof as follows:

7 1. For a money judgment representing compensatory damages including lost wages,
8 earnings, commissions, retirement benefits, and other employee benefits, and all other sums of money,
9 together with interest on these amounts; for other special damages; and for general damages for mental
10 pain and anguish and emotional distress and loss of earning capacity;

11 2. For statutory penalties or damages pursuant to Labor Code §558 in the amount of no less
12 than \$350.00;

13 3. For payment of meal and rest period compensation pursuant to Labor Code §226.7, 512,
14 in the amount of no less than \$2,200.00;

15 4. For damages pursuant to Labor Code §226 in the amount of no less than \$350.00;

16 5. For statutory penalties or damages pursuant to Labor Code §226.3 in the amount of no
17 less than \$3,250.00;

18 6. For waiting time penalties pursuant to Labor Code §§201-203 in the amount of no less
19 than \$5,520.00;

20 7. For all wages due pursuant to California Labor Code §1197.5(h) in an amount to be
21 ascertained at trial;

22 8. For prejudgment interest on each of the foregoing at the legal rate from the date the
23 obligation became due through the date of judgment in this matter.

24 **WHEREFORE**, Plaintiff further seeks judgment against Defendants, and each of them, in an
25 amount according to proof, as follows:

26 9. For a declaratory judgment reaffirming Plaintiff's equal standing under the law and
27 condemning Defendants' discriminatory practices;

1 10. For injunctive relief barring Defendants' discriminatory employment policies and
2 practices in the future, and restoring Plaintiff to Plaintiff's former position with Defendants;

3 11. For punitive damages, pursuant to Civil Code §§3294 in amounts sufficient to punish
4 Defendants for the wrongful conduct alleged herein and to deter such conduct in the future;

5 12. For injunctive relief compelling Defendants to report to federal and state authorities wages
6 earned by Plaintiff, and other employees, and pay all state and federal taxes owing, employer matching
7 funds, unemployment premiums, social security, Medicare, and workers' compensation premiums, all
8 this in an amount according to the proof;

9 13. For restitutionary disgorgement of profits garnered as a result of Defendants' unlawful
10 conduct, misclassification of Plaintiff as an independent contractor, and failure to pay wages and other
11 compensation in accordance with the law;

12 14. For costs of suit, attorneys' fees, and expert witness fees pursuant to the FEHA, Labor
13 Code and/or any other basis;

14 For post-judgment interest; and

15 15. For any other relief that is just and proper.

16
17 DATED: April 30, 2024

LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION

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19 By: _____

Ramin R. Younessi, Esq.
Attorney for Plaintiff
PAIGE RENEE JEFFERSON

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DATED: April 30, 2024

By

Ramin R. Younessi, Esq.
Attorney for Plaintiff
PAIGE RENEE JEFFERSON